

Remarks

Claims 21, 22 and 25-34 are pending. Claim 29 has been canceled by this amendment.

Claims 30-34 were rejected under 35 USC 112, first paragraph, as failing to comply with the enablement requirement.

Applicant traverses this rejection. The office action states, "The Specification does not adequately describe a computer readable medium including a computer program defines structural and functional interrelationships between the computer program and the rest of the computer..." However, the interrelationships between the various portions of the computer and the computer program is set forth in the detailed description of the apparatus of Figure 1, on pp. 10-12, as well as the possible divisions of functions between hardware and software on page 12. Applicant therefore submits that the disclosure does enable one skilled in the art and requests withdrawal of this rejection.

Claims 29 and 34 were rejected under 35 USC 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 29 and 34 have been canceled by this amendment.

Claims 30-34 were rejected under 35 USC 101 because the claimed invention is directed to non-statutory subject matter.

Applicant has amended claim 30 as recommended in the office action, and requests withdrawal of this rejection.

Claims 21, 22 and 25-34 were rejected under 35 USC 103(a) as being unpatentable over Fayad et al. (US 6,757,250) in view of Mahler et al. (US 6,542,504).

Fayad teaches two different, mutually exclusive processes to establish a connection between the modems 302 and 304. In a first process, disclosed at col. 6, line 52 through col. 7, line 19, *a reliable protocol* is used between the gateways and between each gateway and its respective modem. Each segment in this process is negotiated independently.

In a second process, *an unreliable data protocol* is used between the various segments, giving rise to a requirement that the parameters, *by definition something within a protocol not a protocol itself*, need to be harmonized between the segments, col. 8, line 11 through col. 12, line 29. The office action refers to harmonization of protocols, but Fayad actually teaches harmonization between parameters within one protocol.

As one of these processes uses a reliable protocol and the other uses an unreliable protocol, these processes are *mutually exclusive*. Yet, in the office action, the discussions of the two processes are treated as if they are the same process. In order to more clearly demonstrate the issue with mixing the two separate processes in Fayad, Applicant has quoted portions of the relevant language from the office action, page 4, below.

The office action states, “determining a first maximal compression...” and relies upon Fayad, col. 6, lines 65 through col. 7, line 3. This is directed to the first process using a reliable protocol;

“determining second maximal data compression on a second leg...” relying upon the same text above, apparently, again directed to the first process;

“comparing the first maximal data compression...” relying upon col. 11, lines 48-49, directed to the second, unreliable protocol embodiment, the second process;

“selecting end-to-end maximal data compression...” relying upon col. 11, lines 48-51, directed to the second, unreliable protocol embodiment, the second process;

“renegotiating only an unselected...” relying upon col. 8, line 54 through col. 9, line 2, directed to the second, unreliable protocol embodiment; and finally,

“transmitting data...” relying upon col. 6, line 52 through col. 7, line 20, directed to the first, reliable protocol embodiment.

As Fayad does not teach all of the above elements in one of the two mutually exclusive situations disclosed therein, Fayad cannot render obvious the elements of one claim that performs both segment by segment negotiation and then harmonization. The embodiment of Fayad that performs modem renegotiation and selection of an end-to-end compression does not teach selection of independent first and second maximal compression as required by the first claim. The embodiment of Fayad that performs the selection of first and second maximal compression does not teach selection and renegotiation, as that embodiment does not require it.

The addition of Mahler to the combination was relied upon to teach storing of the selected end to end maximal compression and does not overcome the deficiencies with regard to Fayad set out above.

Further, Applicant raised these arguments in the last response to the previous office action and the Examiner did not address them, relying upon the addition of Mahler to declare those arguments moot in light of the new grounds of rejection. However, the new grounds of rejection do not alter the reliance upon the elements of Fayad above and Applicant respectfully requests that the Examiner respond to these arguments as to the deficiencies of Fayad.

In conclusion, for the reasons discussed above, Applicant submits that claims 21, 22 and 25-28 and 30-33 are patentably distinguishable over the prior art and requests allowance of these claims.

No new matter has been added by this amendment. Allowance of all pending claims is requested. The Examiner is encouraged to telephone the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

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Respectfully submitted,

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